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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
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12 **JESSICA HERNANDEZ,** } **Case No. ED-CV-13-02296 CBM (SPx)**
13 **Plaintiff ,** } **CONFIDENTIALITY ORDER**
14 **vs.** }
15 **BRUCE SIMPSON and ELLA** }
16 **SIMPSON,** }
17 **Defendants.** }

18 **IT IS HEREBY ORDERED THAT:**
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20 1. For the purposes of this Confidentiality Order, “DOCUMENTS”
21 means all written, recorded, computerized, electronic, or graphical material or
22 information and things, whether produced or created by a Party or another person,
23 and whether produced in response to a discovery request, subpoena, agreement, or
24 otherwise.

25 2. The parties in this action have the right to designate as
26 “CONFIDENTIAL” any documents in this action which either Party believes in
27 good faith contains nonpublic and sensitive personal information of individual
28 persons, trade secrets, confidential research, developments, commercial financial
information and/or any other proprietary, confidential, or competitively sensitive

1 business information (“CONFIDENTIAL INFORMATION”).

2 3. If a party wishes to challenge the designation of a document or portion
3 of a document as “CONFIDENTIAL,” the party challenging the designation shall
4 meet and confer in good faith with the designating party in an attempt to resolve
5 the dispute pursuant to Local Rule 37-1. If the parties are unable to resolve their
6 dispute, they agree to file a joint stipulation, including all issues in dispute and the
7 contentions and points of authorities of each party, prior to seeking adjudication of
8 the matter pursuant to Local Rule 37-2 and Fed. R. Civ. P. 26(c). Any motion
9 challenging a confidential designation must be filed in strict compliance with Local
10 Rules 37-1 and 37-2 (including the Joint Stipulation requirement). The party
11 seeking confidentiality has the burden of establishing that protection is warranted
12 under Fed. R. Civ. P. 26(c).

13 4. CONFIDENTIAL INFORMATION shall be disclosed by the parties
14 and their counsel only in accordance with the terms of this Confidentiality Order
15 and shall be used solely for the purposes of this action and shall not be used by the
16 parties or their counsel for any other purpose.

17 5. Nothing in this Confidentiality Order shall be construed to impose
18 affirmative obligations on the Court or court personnel, who are subject only to the
19 Court’s internal procedures regarding the handling of material filed or lodged
20 under seal. CONFIDENTIAL INFORMATION shall not be disclosed by the
21 parties or their counsel to anyone other than the Court and its officers, counsel and
22 their agents and employees, and the parties. Counsel may also disclose
23 CONFIDENTIAL INFORMATION to qualified third-parties employed or retained
24 to assist in the prosecution, defense, or settlement of this action, such as
25 investigators, expert witnesses and technical advisers. Anyone (other than the
26 Court and its personnel) who is allowed to receive CONFIDENTIAL
27 INFORMATION shall be provided with a copy of this Confidentiality Order and

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1 shall sign a Non-Disclosure Agreement in form set forth below or in a substantially
2 similar form before such disclosure is made:

Non-Disclosure Agreement

I, (name of individual), have read and fully understand the Confidentiality Order dated _____, in the action *Hernandez v. Simpson* in the United States District Court for the Central District of California. I am familiar with and agree to comply with and be bound by the provisions of said Order and submit myself to the jurisdiction of the United States District Court for the Central District of California for any proceedings with respect to said Confidentiality Order. I will not divulge to persons other than those specifically authorized by said Order, or copy or use, except solely for the purposes of this action, any material or information obtained pursuant to said Order except as specifically permitted by the Court.

15 Dated: _____
16 (Signature)
 (Address)
 (Telephone)

18 6. In accordance with Local Rule 79-5.1, if any papers to be filed with
19 the Court contain information and/or documents that have been designated as
20 CONFIDENTIAL, the proposed filing shall be accompanied by an application to
21 file the papers or the portion thereof containing the designated information or
22 documents (if such portion is segregable) under seal; and the application shall be
23 directed to the judge to whom the papers are directed. For motions, the parties
24 shall publicly file a redacted version of the motion and supporting papers.

25 7. Prior to hearings or testimony before the Court in this case, the
26 parties, in the event that it is known reasonably in advance of such hearing or
27 testimony that matters involving CONFIDENTIAL INFORMATION will be

1 raised, shall so advise the Court.

2 8. Nothing in this Confidentiality Order shall affect the admissibility of
3 any CONFIDENTIAL INFORMATION in this action. By producing the
4 confidential documents, producing Parties do not waive any objection to the
5 confidential documents' admissibility, relevance, or any other ground of objection,
6 all of which grounds are specifically reserved.

7 9. Within 30 days after the termination of this action all
8 CONFIDENTIAL INFORMATION produced by a party shall be returned to that
9 party's counsel.

10 10. Nothing in this Confidentiality Order shall be construed to unduly
11 hamper the rights of the parties to prosecute and defend this action. The execution
12 of this Confidentiality Order shall not preclude any party from objecting to
13 discovery that it believes to be improper, from moving the Court for protective
14 orders in the course of this litigation, or from moving for an order modifying or
15 expanding this Confidentiality Order as needed.

16 11. This Confidentiality Order shall survive the final termination of this
17 action. The Court shall retain jurisdiction to enforce this Confidentiality Order for
18 six months after the final termination to resolve any dispute concerning the use of
19 CONFIDENTIAL INFORMATION.

20 12. The parties to this agreement may exercise any rights they may have,

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1 at law or in equity, to enforce its terms.

2 13. Nothing contained in this Confidentiality Order is intended to be
3 construed as authorizing a party to disobey a lawful subpoena issued in another
4 action.

5 || IT IS SO ORDERED.

6 || February 26, 2014

Hon. Sheri Pym
United States Magistrate Judge

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